

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ROBERT W. WAGNER,

Plaintiff,

V.

**EQUIFAX INFORMATION
SERVICES, LLC and FOCUS
RECEIVABLES MANAGEMENT,
LLC**

Defendants.

Civil Action No.

COMPLAINT

PRELIMINARY STATEMENT

1. This is an action for damages brought by an individual consumer, Robert W. Wagner, against Equifax Information Services LLC and Focus Receivables Management, LLC (collectively “Defendants”), for violations of the Fair Credit Reporting Act (hereafter the “FCRA”), 15 U.S.C. §§ 1681, *et seq.*, and the Fair Debt Collection Practices Act (hereafter the “FDCPA”), 15 U.S.C. §§ 1692, *et seq.*

THE PARTIES

2. Plaintiff Robert W. Wagner is an adult individual residing in Coraopolis, PA.

3. Defendant Equifax Information Services, LLC (hereafter “Equifax”) is a business entity which regularly conducts business in the Eastern District of Pennsylvania, and which has a principal place of business located at 6 Clementon Road, East, Suite A2, Gibbsboro, New Jersey 08026.

4. Defendant Focus Receivables Management, LLC (hereafter “Focus”) is a business entity regularly engages in the business of collecting debts in the Eastern District Pennsylvania with its principal place of business located at 1130 Northchase Pkwy SE Street, Marietta, GA 30067. The principal purpose of Defendant is the collection of debts using the mails and telephone, and Defendant regularly attempts to collect debts alleged to be due another.

JURISDICTION & VENUE

5. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

6. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b).

FACTUAL ALLEGATIONS

7. At all pertinent times hereto, Defendant Focus was hired to collect a debt relating to a debt owed by Plaintiff’s son (hereafter the “debt”).

8. The alleged debt at issue arose out of a transaction which was primarily for personal, family or household purposes.

9. At all pertinent times hereto, Plaintiff was not responsible for the debt.

10. Notwithstanding the above, Focus has been falsely furnishing and/or reporting the information about the debt in connection with Plaintiff’s credit history to credit reporting agencies including but not limited to Equifax when it knew or should have known that the debt did not belong to Plaintiff.

11. Alternatively, due to Defendant Equifax’s faulty procedures, Defendant Equifax mixed the credit file of Plaintiff and that of his son with respect to the debt.

12. The debt negatively reflects upon Plaintiff, Plaintiff’s credit repayment history, Plaintiff’s financial responsibility as a debtor and Plaintiff’s credit worthiness.

13. Defendant Equifax further has been reporting the inaccurate information through the issuance of false and inaccurate credit information and consumer credit reports that they have disseminated to various persons and credit grantors, both known and unknown.

14. As of result of Defendants' conduct, Plaintiff has suffered actual damages in the form of lost credit opportunities, harm to credit reputation and credit score, and emotional distress, including humiliation and embarrassment.

15. Defendants knew or should have known that their actions violated the FCRA and/or FDCPA. Additionally, Defendants could have taken the steps necessary to bring their agent's actions within compliance of these statutes, but neglected to do so and failed to adequately review those actions to insure compliance with said laws.

16. At all times pertinent hereto, Defendants were acting by and through its agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.

17. At all times pertinent hereto, the conduct of Defendants as well as its agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal and state law and the rights of the Plaintiff herein.

18. As a result of Defendants' conduct, Plaintiff has sustained actual damages, including, but not limited to injury to Plaintiff's reputation, invasion of privacy, damage to Plaintiff's credit, out-of-pocket expenses, emotional and mental pain and anguish, embarrassment, humiliation, damage to reputation and pecuniary loss and will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

COUNT I –EQUIFAX
VIOLATIONS OF THE FCRA

19. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

20. At all times pertinent hereto, Defendant was a “person” and “consumer reporting agency” as those terms are defined by 15 U.S.C. § 1681a(b) and (f).

21. At all times pertinent hereto, Plaintiff was a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).

22. At all times pertinent hereto, the above-mentioned credit reports were “consumer reports” as that term is defined by 15 U.S.C. § 1681a(d).

23. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Defendant is liable to Plaintiff for willfully and negligently failing to comply with the requirements imposed on a consumer reporting agency of information pursuant to 15 U.S.C. §§ 1681e(b).

24. The conduct of Defendant was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, actual damages and harm to Plaintiff that are outlined more fully above and, as a result, Defendant is liable to Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys’ fees and the costs of litigation, as well as such further relief, as may be permitted by law.

COUNT II – FOCUS
VIOLATIONS OF THE FDCPA

25. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

26. Defendant Focus is a “debt collector” as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

27. Plaintiff is a “consumer” defined by 15 U.S.C. § 1692a(3) of the FDCPA.

28. The above reporting of inaccurate information to credit reporting agencies by Defendant are “communications” relating to a “debt” as defined by 15 U.S.C. § 1692a(2) and 1692a(5) of the FDCPA.

29. Any alleged debts at issue arose out of a transaction which was primarily for personal, family or household purposes.

30. Defendant violated the FDCPA. Defendant’s violations include, but are not limited to, violations of U.S.C. §§ 1692e(2)(A), 1692e(8), 1692e(10), and 1692f, as evidenced by the following conduct:

- (a) The false representation of the amount, character, or legal status of the debt;
- (b) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed; and
- (c) Otherwise using false, deceptive, misleading and unfair or unconscionable means to collect or attempt to collect any debt.

31. Defendant’s acts as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for Plaintiff’s rights under the law and with the purpose of coercing Plaintiff to pay monies relating to the inaccurate information.

32. As a result of the above violations of the FDCPA, Defendant is liable to Plaintiff in the sum of Plaintiff’s statutory damages, actual damages and attorney’s fees and costs.

JURY TRIAL DEMAND

38. Plaintiff demands trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment in Plaintiff's favor and damages against the Defendants, based on the following requested relief:

- (a) Actual damages;
- (b) Statutory damages;
- (c) Punitive damages;
- (d) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n, 1681o and 1692k(a)(3); and
- (e) Such other and further relief as may be necessary, just and proper.

Respectfully Submitted,

FRANCIS & MAILMAN, P.C.

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